

Attachment 4 – RS
Remote Site Collocation

1. Scope of Attachment

- 1.1 Scope of Attachment. The terms and conditions contained within this Attachment and the rates included in Exhibit B of Attachment 2, incorporated herein by this reference, to this Agreement shall only apply when <<CUSTOMER NAME>> is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to <<CUSTOMER NAME>> Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Attachment, and the rates contained in Exhibit B of Attachment 2 to this Agreement, BellSouth hereby grants to <<CUSTOMER NAME>> a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by <<CUSTOMER NAME>> and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment and Exhibit B of Attachment 2 to this Agreement do not include all the necessary rates terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 The number of racks/bays specified by <<CUSTOMER NAME>> may contemplate a request for space sufficient to accommodate <<CUSTOMER NAME>>'s growth within a two-year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies <<CUSTOMER NAME>> that BellSouth's Attachment with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon <<CUSTOMER NAME>>'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for <<CUSTOMER NAME>>. <<CUSTOMER NAME>> agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for <<CUSTOMER NAME>>. In cases where a Third Party Attachment does not grant BellSouth the right to provide access and

use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for <<CUSTOMER NAME>> as above, <<CUSTOMER NAME>> shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with <<CUSTOMER NAME>> in obtaining such permission.

- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. <<CUSTOMER NAME>> will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. <<CUSTOMER NAME>> shall use the Remote Collocation Space for the purposes of installing, maintaining and operating <<CUSTOMER NAME>>'s equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. <<CUSTOMER NAME>> agrees to pay the rates and charges identified in Exhibit B of Attachment 2 to this Agreement .
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. **Space Availability Report**

- 2.1 Reporting. Upon request from <<CUSTOMER NAME>>, BellSouth will provide a written report ("Space Availability Report") **describing the space that is available for collocation and** specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
 - 2.1.1 The request from <<CUSTOMER NAME>> for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving

central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If <<CUSTOMER NAME>> is unable to obtain the CLLI code, from for example a site visit to the remote site, <<CUSTOMER NAME>> may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, <<CUSTOMER NAME>> should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. <<CUSTOMER NAME>> should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify <<CUSTOMER NAME>> and inform <<CUSTOMER NAME>> of the time frame under which it can respond.

3. Collocation Options

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow <<CUSTOMER NAME>> to collocate <<CUSTOMER NAME>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<CUSTOMER NAME>> to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, <<CUSTOMER NAME>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at <<CUSTOMER NAME>>'s option, <<CUSTOMER NAME>> may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. <<CUSTOMER NAME>> may allow other telecommunications carriers to share <<CUSTOMER NAME>>'s Remote

Collocation Space pursuant to terms and conditions agreed to by <<CUSTOMER NAME>> ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. <<CUSTOMER NAME>> shall notify BellSouth in writing upon execution of any Attachment between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the Attachment, and shall contain a certification by <<CUSTOMER NAME>> that said Attachment imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and <<CUSTOMER NAME>>.

- 3.3.1 <<CUSTOMER NAME>> shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Exhibit B of Attachment 2 to this Agreement; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <<CUSTOMER NAME>> with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, <<CUSTOMER NAME>> shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit B of Attachment 2 to this Agreement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 <<CUSTOMER NAME>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<CUSTOMER NAME>>'s Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by

<<CUSTOMER NAME>> and in conformance with BellSouth's design and construction specifications. Further, <<CUSTOMER NAME>> shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.1 Should <<CUSTOMER NAME>> elect such an option, <<CUSTOMER NAME>> must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s BellSouth Certified Contractor must comply with local building code requirements. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>.
- 3.4.2 BellSouth maintains the right to review <<CUSTOMER NAME>>'s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>>, at <<CUSTOMER NAME>>'s sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 <<CUSTOMER NAME>> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <<CUSTOMER NAME>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide

an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit CLEC-1 to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall CLEC-1 use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

3.5.1 The CCXC shall be provisioned through facilities owned by CLEC-1. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. CLEC-1 may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. CLEC-1 is responsible for ensuring the integrity of the signal.

3.5.2 CLEC-1 shall be responsible for obtaining authorization from the other CLEC(s) involved. CLEC-1 must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. CLEC-1-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, CLEC-1 may have the option of constructing its own dedicated support structure.

4 Occupancy

4.1 Occupancy. BellSouth will notify <<CUSTOMER NAME>> in writing that the Remote Collocation Space is ready for occupancy. <<CUSTOMER NAME>> must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, <<CUSTOMER NAME>> may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, <<CUSTOMER NAME>> at its expense shall remove its equipment and other property from the Remote Collocation Space. <<CUSTOMER NAME>> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <<CUSTOMER NAME>>'s Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that <<CUSTOMER NAME>> shall continue payment of monthly fees to BellSouth until such date as <<CUSTOMER NAME>>, and if applicable <<CUSTOMER NAME>>'s Guest, has fully vacated the Remote Collocation Space. Should <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest at <<CUSTOMER NAME>>'s expense and with no liability for damage or injury to <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, <<CUSTOMER NAME>> shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the <<CUSTOMER NAME>> except for ordinary wear and tear unless otherwise agreed to by the Parties. <<CUSTOMER NAME>> shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services, ***as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323(b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.***

- 5.1.1 *Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.***
- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <<CUSTOMER NAME>>'s failure to comply with these requirements.
- 5.1.2 <<CUSTOMER NAME>> shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 <<CUSTOMER NAME>> shall place a plaque or other identification affixed to <<CUSTOMER NAME>>'s equipment to identify <<CUSTOMER NAME>>'s equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All <<CUSTOMER NAME>> equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

- 5.2 Entrance Facilities. <<CUSTOMER NAME>> may elect to place <<CUSTOMER NAME>>-owned or <<CUSTOMER NAME>>-leased entrance facilities into the Remote Collocation Space from <<CUSTOMER NAME>>'s point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. <<CUSTOMER NAME>> will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. <<CUSTOMER NAME>> must contact BellSouth for instructions prior to placing the entrance facility cable. <<CUSTOMER NAME>> is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. <<CUSTOMER NAME>> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <<CUSTOMER NAME>>'s collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<CUSTOMER NAME>>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. <<CUSTOMER NAME>> or its agent must perform all required maintenance to <<CUSTOMER NAME>> equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 <<CUSTOMER NAME>>'s Equipment and Facilities. <<CUSTOMER NAME>>, or if required by this Attachment, <<CUSTOMER NAME>>'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <<CUSTOMER NAME>>.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, <<CUSTOMER NAME>> shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<CUSTOMER NAME>> agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <<CUSTOMER NAME>> and returned to BellSouth Access Management within fifteen (15) calendar days

of <<CUSTOMER NAME>>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. <<CUSTOMER NAME>> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <<CUSTOMER NAME>> employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with <<CUSTOMER NAME>> or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.6.1 <<CUSTOMER NAME>> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date <<CUSTOMER NAME>> desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <<CUSTOMER NAME>> may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event <<CUSTOMER NAME>> desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit <<CUSTOMER NAME>> to access the Collocation Space accompanied by a security escort at <<CUSTOMER NAME>>'s expense. <<CUSTOMER NAME>> must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), <<CUSTOMER NAME>> shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<CUSTOMER NAME>> violates the provisions of this paragraph, BellSouth shall give written notice to <<CUSTOMER NAME>>, which notice shall direct <<CUSTOMER NAME>> to cure the violation within forty-eight (48) hours of <<CUSTOMER NAME>>'s

actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <<CUSTOMER NAME>> fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to <<CUSTOMER NAME>>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <<CUSTOMER NAME>> prior to taking such action and shall have no liability to <<CUSTOMER NAME>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<CUSTOMER NAME>> fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <<CUSTOMER NAME>> or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <<CUSTOMER NAME>> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by <<CUSTOMER NAME>> in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by <<CUSTOMER NAME>> at any time. Any damage caused to

the Remote Collocation Space by <<CUSTOMER NAME>>'s employees, agents or representatives shall be promptly repaired by <<CUSTOMER NAME>> at its expense.

- 5.10 Alterations. In no case shall <<CUSTOMER NAME>> or any person acting on behalf of <<CUSTOMER NAME>> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by <<CUSTOMER NAME>>. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. <<CUSTOMER NAME>> shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. <<CUSTOMER NAME>> shall be responsible for removing any <<CUSTOMER NAME>> debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <<CUSTOMER NAME>> that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Application for Space. <<CUSTOMER NAME>> shall submit a Remote Site Collocation Application when <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) equipment placement, <<CUSTOMER NAME>> shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.

- 6.4 Subsequent Application In the event <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, <<CUSTOMER NAME>> shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by <<CUSTOMER NAME>> in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. An Application Fee will apply.

- 6.4.1 Space Preferences. *If CLEC-1 has previously requested and received a Space Availability Report for the Premises, CLEC-1 may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the CLEC-1's preference(s), CLEC-1 may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.***

- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit <<CUSTOMER NAME>> to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount that is available.

- 6.5.1 Availability Notification. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by <<CUSTOMER NAME>>, <<CUSTOMER NAME>> must resubmit its Application to reflect the actual space available.

- 6.6 Denial of Application. If BellSouth notifies <<CUSTOMER NAME>> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <<CUSTOMER NAME>> that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow <<CUSTOMER NAME>>, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure Attachment or provision, BellSouth shall permit <<CUSTOMER NAME>> to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 When space becomes available, <<CUSTOMER NAME>> must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. <<CUSTOMER NAME>> may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<CUSTOMER NAME>> does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove <<CUSTOMER NAME>> from the waiting list. Upon request, BellSouth will advise <<CUSTOMER NAME>> as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document

within ten (10) calendar days of the ***date BellSouth becomes aware that there is insufficient space to accommodate Physical Collocation***. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 BellSouth will provide a written response ("Application Response") within ***twenty (20)*** calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the ***configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 of this Attachment.***

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of <<CUSTOMER NAME>> or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge <<CUSTOMER NAME>> an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit B of Attachment 2 to this Agreement. Major changes, such as requesting additional space or adding equipment may require <<CUSTOMER NAME>> to resubmit the Application and an additional Application Fee shall apply.

6.12 Bona Fide Firm Order.

- 6.12.1 <<CUSTOMER NAME>> shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when <<CUSTOMER NAME>> has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm

Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <<CUSTOMER NAME>>'s Bona Fide Application or the Application will expire.

- 6.13 BellSouth will permit one accompanied site visit to <<CUSTOMER NAME>>'s designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to <<CUSTOMER NAME>>.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 BellSouth will ***complete construction for caged*** collocation arrangements ***under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For cageless collocation arrangements, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and*** ninety (90) calendar days from receipt of a Bona Fide Firm Order ***for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Authority.***

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide <<CUSTOMER NAME>> with the estimated completion date in its Response.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Acceptance Walk Through. <<CUSTOMER NAME>> will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying <<CUSTOMER NAME>> that the collocation space is ready for occupancy. BellSouth will correct any deviations to <<CUSTOMER NAME>>'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. <<CUSTOMER NAME>> shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide <<CUSTOMER NAME>> with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing <<CUSTOMER NAME>>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and <<CUSTOMER NAME>> upon successful completion of installation. The Certified Supplier shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying <<CUSTOMER NAME>> or any supplier proposed by <<CUSTOMER NAME>>. All work performed by or for <<CUSTOMER NAME>> shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. <<CUSTOMER NAME>> shall be responsible for placement, monitoring and removal of alarms used to service <<CUSTOMER NAME>>'s Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit B of Attachment 2 to this Agreement. <<CUSTOMER NAME>> may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, <<CUSTOMER NAME>> may relocate its virtual Remote Site collocation arrangements to

physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by <<CUSTOMER NAME>>, such information will be provided to <<CUSTOMER NAME>> in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to <<CUSTOMER NAME>> within 180 calendar days of BellSouth's written denial of <<CUSTOMER NAME>>'s request for physical collocation, and (ii) <<CUSTOMER NAME>> was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then <<CUSTOMER NAME>> may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. <<CUSTOMER NAME>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8 Cancellation. If, at anytime prior to space acceptance, <<CUSTOMER NAME>> cancels its order for the Remote Collocation Space(s), <<CUSTOMER NAME>> will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. <<CUSTOMER NAME>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by <<CUSTOMER NAME>>'s current billing cycle and is non-refundable.
- 8.2 Recurring Fees. Recurring charges begin on the date that <<CUSTOMER NAME>> executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date <<CUSTOMER NAME>> first

occupies the Remote Collocation Space, whichever is sooner. If <<CUSTOMER NAME>> fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing <<CUSTOMER NAME>> for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by <<CUSTOMER NAME>>'s current billing cycle.

- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power <<CUSTOMER NAME>>'s equipment. <<CUSTOMER NAME>> shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for <<CUSTOMER NAME>>'s Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at <<CUSTOMER NAME>>'s option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for <<CUSTOMER NAME>>'s equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by <<CUSTOMER NAME>>'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<CUSTOMER NAME>>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to <<CUSTOMER NAME>>'s equipment becoming operational. AC power voltage and phase ratings shall be determined on a per location basis. At <<CUSTOMER NAME>>'s option, <<CUSTOMER NAME>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever <<CUSTOMER NAME>> or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's

Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further Attachment or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Attachment (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, <<CUSTOMER NAME>> shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to <<CUSTOMER NAME>>. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disAttachment as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in Exhibit B of Attachment 2 to this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by <<CUSTOMER NAME>>'s current billing cycle. <<CUSTOMER NAME>> will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 Maintain Insurance. <<CUSTOMER NAME>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 Coverage. <<CUSTOMER NAME>> shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and

Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<CUSTOMER NAME>>'s real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 <<CUSTOMER NAME>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary. All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all <<CUSTOMER NAME>>'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If <<CUSTOMER NAME>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<CUSTOMER NAME>>.
- 9.5 Submit certificates of insurance. <<CUSTOMER NAME>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <<CUSTOMER NAME>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <<CUSTOMER NAME>>'s insurance company. <<CUSTOMER NAME>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. <<CUSTOMER NAME>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If <<CUSTOMER NAME>>'s net worth exceeds five hundred million dollars (\$500,000,000), <<CUSTOMER NAME>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. <<CUSTOMER NAME>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<CUSTOMER NAME>> in the event that self-insurance status is not granted to <<CUSTOMER NAME>>. If BellSouth approves <<CUSTOMER NAME>> for self-insurance, <<CUSTOMER NAME>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<CUSTOMER NAME>>'s corporate officers. The ability to self-insure shall continue so long as <<CUSTOMER NAME>> meets all of the requirements of this Section. If <<CUSTOMER NAME>> subsequently no longer satisfies this Section, <<CUSTOMER NAME>> is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <<CUSTOMER NAME>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or

for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of <<CUSTOMER NAME>>'s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between <<CUSTOMER NAME>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<CUSTOMER NAME>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<CUSTOMER NAME>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 <<CUSTOMER NAME>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<CUSTOMER NAME>> employee being considered for work on the BellSouth Premises, for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<CUSTOMER NAME>> shall not be required to perform this investigation if an affiliated company of <<CUSTOMER NAME>> has performed an investigation of the <<CUSTOMER NAME>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<CUSTOMER NAME>> has performed a pre-employment statewide investigation of criminal history records of the <<CUSTOMER NAME>> employee for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 <<CUSTOMER NAME>> shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the <<CUSTOMER NAME>> name. BellSouth reserves the right to remove from its premises any employee of <<CUSTOMER NAME>> not possessing identification issued by <<CUSTOMER NAME>> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. <<CUSTOMER NAME>> shall be solely responsible for ensuring that any Guest of <<CUSTOMER NAME>> is in compliance with all subsections of this Section 12.
- 12.3 <<CUSTOMER NAME>> will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any <<CUSTOMER NAME>> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <<CUSTOMER NAME>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<CUSTOMER NAME>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <<CUSTOMER NAME>> employee requiring access to a BellSouth Premises pursuant to this Attachment, <<CUSTOMER NAME>> shall furnish

BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <<CUSTOMER NAME>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<CUSTOMER NAME>> may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.6 At BellSouth's request, <<CUSTOMER NAME>> shall promptly remove from BellSouth's Premises any employee of <<CUSTOMER NAME>> BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <<CUSTOMER NAME>> is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview <<CUSTOMER NAME>>'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to <<CUSTOMER NAME>>'s Security contact of such interview. <<CUSTOMER NAME>> and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<CUSTOMER NAME>>'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill <<CUSTOMER NAME>> for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that <<CUSTOMER NAME>>'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill <<CUSTOMER NAME>> for BellSouth property that is stolen or damaged where an investigation determines the culpability of <<CUSTOMER NAME>>'s employees, agents, or contractors and where <<CUSTOMER NAME>> agrees, in good faith, with the results of such investigation. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall <<CUSTOMER NAME>>, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<CUSTOMER NAME>>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<CUSTOMER NAME>> may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If <<CUSTOMER

NAME>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <<CUSTOMER NAME>>. Where allowed and where practical, <<CUSTOMER NAME>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, <<CUSTOMER NAME>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for <<CUSTOMER NAME>>'s permitted use, until such Remote Collocation Space is fully repaired and restored and <<CUSTOMER NAME>>'s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where <<CUSTOMER NAME>> has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, <<CUSTOMER NAME>> shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<CUSTOMER NAME>> shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Attachment is not exclusive. <<CUSTOMER NAME>> understands that this Attachment is not exclusive and that BellSouth may enter into similar Attachments with other Parties. Assignment of space pursuant to all such Attachments shall be determined by space availability and made on a first come, first served basis.

16. Notices

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Attachment shall be given or made by <<CUSTOMER NAME>> or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To <<CUSTOMER NAME>>:

ATTN: _____

- 16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

- 17.1 <<CUSTOMER NAME>> shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of <<CUSTOMER NAME>>, its agents or employees pursuant to, or in furtherance of, rights granted under this Attachment. <<CUSTOMER NAME>> shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by <<CUSTOMER NAME>>, its agents or employees.
- 17.2 BellSouth shall not be liable to <<CUSTOMER NAME>> for any interruption of <<CUSTOMER NAME>>'s service or for interference with the operation of <<CUSTOMER NAME>>'s communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and <<CUSTOMER NAME>> shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

- 18.1 <<CUSTOMER NAME>> agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Attachment or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its

affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and <<CUSTOMER NAME>> further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

- 19.1 Neither party shall be in default by reason of any failure in performance of this Attachment, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

- 20.1 <<CUSTOMER NAME>> acknowledges that this Attachment does not convey any right, title or interest in the Central Office to <<CUSTOMER NAME>>. This Attachment is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Attachment without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Attachment to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

- 21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Attachment shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

- 22.1 This Attachment shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

23. Compliance with Laws

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Attachment.

24. Resolution of Disputes

- 24.1 Except as otherwise stated in this Attachment, the Parties agree that if any dispute arises as to the interpretation of any provision of this Attachment or as to the proper implementation of this Attachment, the parties will petition the Commission in the state where the services are provided pursuant to this Attachment for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Attachment.

25. Section Headings

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Attachment.

26. Authority

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Attachment on behalf of such party has the full right, power and authority to enter into and execute this Attachment on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Attachment.

27. Review of Attachment

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Attachment and has executed this Attachment only after such review and negotiation. The Parties further agree that this Attachment shall be deemed to have been drafted by both BellSouth and <<CUSTOMER NAME>> and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Attachment

- 28.1 Upon execution of this Attachment it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Attachment, said costs shall be borne by <<CUSTOMER NAME>>.

29. Entire Attachment

- 29.1 This Attachment contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire Attachment between BellSouth and <<CUSTOMER NAME>> and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Attachment and those contained in a filed tariff, the terms and conditions of this Attachment shall control.

IN WITNESS WHEREOF, the Parties have executed this Attachment by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(<<CUSTOMER NAME>>'s Full
Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

EXHIBIT A

Page 1 of 4

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <<CUSTOMER NAME>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <<CUSTOMER NAME>> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<CUSTOMER NAME>> should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<CUSTOMER NAME>> to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. <<CUSTOMER NAME>> will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect

the <<CUSTOMER NAME>> space with proper notification. BellSouth reserves the right to stop any <<CUSTOMER NAME>> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by <<CUSTOMER NAME>> are owned by <<CUSTOMER NAME>>. <<CUSTOMER NAME>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <<CUSTOMER NAME>> or different hazardous materials used by <<CUSTOMER NAME>> at BellSouth Facility. <<CUSTOMER NAME>> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <<CUSTOMER NAME>> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <<CUSTOMER NAME>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<CUSTOMER NAME>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<CUSTOMER NAME>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <<CUSTOMER NAME>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<CUSTOMER NAME>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<CUSTOMER NAME>> further agrees to cooperate with BellSouth to ensure that <<CUSTOMER NAME>>'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<CUSTOMER NAME>>, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660

material/waste; maintenance of storage tanks)		
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)

Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3
---	-------------------------	----------------------------

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility, which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition